

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

MAPLE HOUSE RECORDS, LLC,) CASE NO: 1:22-cv-02205
Plaintiff,)
v.) JUDGE J. PHILIP CALABRESE
ELEVATION FESTIVALS LLC,)
Defendant.) **FIRST AMENDED ANSWER AND FIRST**
) **AMENDED COUNTERCLAIM OF**
) **DEFENDANT ELEVATION FESTIVALS**
) **LLC**
) [JURY DEMAND ENDORSED HEREON]
)

I. FIRST AMENDED ANSWER TO THE COMPLAINT

Defendant Elevation Festivals, LLC (“Elevation”) states for its First Amended Answer to the Complaint of Maple House Records LLC (“Maple House”):

1. Elevation admits the allegations set forth in Paragraph 1 of the Complaint.
2. Elevation denies the allegations set forth in Paragraph 2 of the Complaint for lack of information sufficient to form a belief.
3. Elevation admits the allegations set forth in Paragraph 3 of the Complaint.
4. Elevation admits the allegations set forth in Paragraph 4 of the Complaint.
5. Elevation denies the allegations set forth in Paragraph 5 of the Complaint for lack of information sufficient to form a belief, specifically that it lacks information regarding all members of Maple House.
6. Elevation admits that its members are not citizens of Pennsylvania. Elevation denies the remaining allegations in Paragraph 6 of the Complaint for lack of information sufficient to form a belief.
7. Elevation admits the allegations set forth in Paragraph 7 of the Complaint.

8. Elevation denies the allegations contained in Paragraph 8 of the Complaint for lack of information sufficient to form a belief.
9. Elevation admits the allegations contained in Paragraph 9 of the Complaint.
10. Elevation admits the allegations set forth in Paragraph 10 of the Complaint.
11. Elevation admits the allegations set forth in Paragraph 11 of the Complaint.
12. Elevation admits the allegations set forth in Paragraph 12 of the Complaint.
13. Elevation admits the allegations set forth in Paragraph 13 of the Complaint.
14. Elevation denies the allegations set forth in Paragraph 14 of the Complaint.
15. Elevation admits that the Event was originally scheduled for September 25, 2021.
16. Elevation admits the allegations contained in Paragraph 16 of the Complaint.
17. Elevation denies the allegations contained in Paragraph 17 of the Complaint for lack of information sufficient to form a belief.
18. Elevation admits the allegations contained in Paragraph 18 of the Complaint.
19. Elevation admits the allegations set forth in Paragraph 19 of the Complaint.
20. Elevation admits the allegations set forth in Paragraph 20 of the Complaint.
21. Elevation admits the allegations set forth in Paragraph 21 of the Complaint but denies that the word “all” was in bold letters and underlined.
22. Elevation admits the allegations set forth in Paragraph 22 of the Complaint.
23. Elevation denies the allegations contained in Paragraph 23 of the Complaint.
24. Elevation admits the allegations contained in Paragraph 24 of the Complaint.
25. Elevation admits the allegations set forth in Paragraph 25 of the Complaint but denies that the word “all” was in bold letters and underlined.
26. Elevation admits the allegations contained in Paragraph 26 of the Complaint.

27. Elevation denies the allegations contained in Paragraph 27 of the Complaint for lack of information sufficient to form a belief.
28. Elevation denies the allegations contained in Paragraph 28 of the Complaint.
29. Elevation denies the allegations contained in Paragraph 29 of the Complaint.
30. Elevation denies the allegations contained in Paragraph 30 of the Complaint.
31. Elevation denies the allegations contained in Paragraph 31 of the Complaint.
32. Elevation denies the allegations contained in Paragraph 32 of the Complaint.
33. Elevation denies the allegations contained in Paragraph 33 of the Complaint.
34. Elevation admits that Maple House requested enhanced production, services, and accommodations. Elevation denies the remaining allegations contained in Paragraph 34 of the Complaint.
35. Elevation denies the allegations contained in Paragraph 35 of the Complaint.
36. Elevation denies the allegations contained in Paragraph 36 of the Complaint.
37. Elevation admits the allegations contained in Paragraph 37 of the Complaint.
38. Elevation denies the allegations contained in Paragraph 38 of the Complaint.
39. Elevation denies the allegations contained in Paragraph 39 of the Complaint.
40. Elevation denies the allegations contained in Paragraph 40 of the Complaint.
41. Elevation denies the allegations contained in Paragraph 41 of the Complaint.
42. Elevation denies the allegations contained in Paragraph 42 of the Complaint.
43. Elevation denies the allegations contained in Paragraph 43 of the Complaint.
44. Elevation denies the allegations contained in Paragraph 44 of the Complaint.
45. Elevation denies the allegations contained in Paragraph 45 of the Complaint.
46. Elevation denies the allegations contained in Paragraph 46 of the Complaint.

47. Elevation denies the allegations contained in Paragraph 47 of the Complaint.
48. Elevation denies the allegations contained in Paragraph 48 of the Complaint.
49. Elevation denies the allegations contained in Paragraph 49 of the Complaint.
50. Elevation denies the allegations contained in Paragraph 50 of the Complaint.
51. Elevation denies the allegations contained in Paragraph 51 of the Complaint.
52. Elevation stated on or about May 16, 2022 that “staffing, trucking and fuel are all more expensive than anticipated due to shortages globally, nationally and regionally” but denies the remaining allegations contained in Paragraph 52 of the Complaint.
53. Elevation denies the allegations contained in Paragraph 53 of the Complaint.
54. Elevation denies the allegations contained in Paragraph 54 of the Complaint.
55. Elevation denies the allegations contained in Paragraph 55 of the Complaint.
56. Elevation denies the allegations contained in Paragraph 56 of the Complaint.
57. Elevation denies the allegations contained in Paragraph 57 of the Complaint.
58. Elevation states that a preliminary statement was sent on or about June 21, 2022 but denies the remaining allegations contained in Paragraph 58 of the Complaint.
59. Elevation admits the allegations contained in Paragraph 59 of the Complaint.
60. Elevation denies the allegations contained in Paragraph 60 of the Complaint.
61. Elevation states that the final settlement statement was sent on or about September 23, 2022. Elevation denies any remaining allegations contained in Paragraph 61 of the Complaint.
62. Elevation admits that the final cost of the Event was \$1,813,891.52 plus its \$125,000.00 fee. Elevation denies any remaining allegations contained in Paragraph 62 of the Complaint.

63. Elevation admits that it sent backup materials with the final statement. Elevation denies any remaining allegations contained in Paragraph 63 of the Complaint.

64. Elevation admits the allegations contained in Paragraph 64 of the Complaint.

65. Elevation denies the allegations contained in Paragraph 65 of the Complaint.

66. Elevation denies the allegations contained in Paragraph 66 of the Complaint for lack of information sufficient to form a belief.

67. Elevation denies the allegations contained in Paragraph 67 of the Complaint.

68. Elevation admits the allegations contained in Paragraph 68 of the Complaint.

69. Elevation denies the allegations contained in Paragraph 69 of the Complaint.

70. Elevation denies the allegations contained in Paragraph 70 of the Complaint.

71. Elevation denies the allegations contained in Paragraph 71 of the Complaint.

72. Elevation denies the allegations contained in Paragraph 72 of the Complaint.

73. Elevation denies the allegations contained in Paragraph 73 of the Complaint.

74. Elevation denies the allegations contained in Paragraph 74 of the Complaint.

75. Elevation denies the allegations contained in Paragraph 75 of the Complaint.

76. Elevation states that it has not withheld money from Maple House. Elevation denies the remaining allegations contained in Paragraph 76 of the Complaint.

77. Elevation denies the allegations contained in Paragraph 77 of the Complaint.

78. Elevation denies the allegations contained in Paragraph 78 of the Complaint.

79. Elevation denies the allegations contained in Paragraph 79 of the Complaint.

80. Elevation denies the allegations contained in Paragraph 80 of the Complaint.

81. Elevation admits the allegations contained in Paragraph 81 of the Complaint.

82. Elevation denies the allegations contained in Paragraph 82 of the Complaint.

83. Elevation states that it is owed \$262,246.45 under the Contract. Elevation denies any remaining allegations contained in Paragraph 83 of the Complaint.

84. Elevation denies the allegations contained in Paragraph 84 of the Complaint.

85. Elevation denies the allegations contained in Paragraph 85 of the Complaint.

86. Elevation states that it provided Maple House with an accounting of the Event.

Elevation denies any remaining allegations contained in Paragraph 86 of the Complaint.

87. Elevation denies the allegations contained in Paragraph 87 of the Complaint.

88. Elevation states that it is owed \$262,246.45. Elevation denies any remaining allegations contained in Paragraph 88 of the Complaint.

COUNT I-BREACH OF CONTRACT

89. Defendant restates and reincorporates paragraphs 1 through 88 above as if fully rewritten herein.

90. Elevation admits the allegations contained in Paragraph 90 of the Complaint.

91. Elevation denies the allegations contained in Paragraph 91 of the Complaint.

92. Elevation denies the allegations contained in Paragraph 92 of the Complaint.

93. Elevation denies the allegations contained in Paragraph 93 of the Complaint.

94. Elevation denies the allegations contained in Paragraph 94 of the Complaint.

95. Elevation denies the allegations contained in Paragraph 95 of the Complaint.

96. Elevation denies the allegations contained in Paragraph 96 of the Complaint.

97. Elevation denies the allegations contained in Paragraph 97 of the Complaint.

98. Elevation denies the allegations contained in Paragraph 98 of the Complaint.

99. Elevation denies the allegations contained in Paragraph 99 of the Complaint.

100. Elevation denies the allegations contained in Paragraph 100 of the Complaint.

101. Elevation denies the allegations contained in Paragraph 101 of the Complaint.
102. Elevation denies the allegations contained in Paragraph 102 of the Complaint.
103. Elevation denies the allegations contained in Paragraph 103 of the Complaint.

COUNT II – CONVERSION

104. Defendant restates and reincorporates paragraphs 1 through 103 above as if fully rewritten herein.

105. Elevation denies the allegations contained in Paragraph 105 of the Complaint.
106. Elevation denies the allegations contained in Paragraph 106 of the Complaint.
107. Elevation denies the allegations contained in Paragraph 107 of the Complaint.
108. Elevation denies the allegations contained in Paragraph 108 of the Complaint.
109. Elevation denies the allegations contained in Paragraph 109 of the Complaint.
110. Elevation denies the allegations contained in Paragraph 110 of the Complaint.
111. Elevation denies the allegations contained in Paragraph 111 of the Complaint.
112. Elevation denies the allegations contained in Paragraph 112 of the Complaint.
113. Elevation denies the allegations contained in Paragraph 113 of the Complaint.
114. Elevation denies the allegations contained in Paragraph 114 of the Complaint.

COUNT III – DECLARATORY JUDGMENT

115. Defendant restates and reincorporates paragraphs 1 through 114 above as if fully rewritten herein.

116. Elevation denies the allegations contained in Paragraph 116 of the Complaint.
117. Elevation denies the allegations contained in Paragraph 117 of the Complaint.
118. Elevation denies the allegations contained in Paragraph 118 of the Complaint.
119. Elevation denies the allegations contained in Paragraph 119 of the Complaint.

120. Elevation denies the allegations contained in Paragraph 120 of the Complaint.

121. Elevation denies the allegations contained in Paragraph 121 of the Complaint.

122. Elevation denies the allegations contained in Paragraph 122 of the Complaint.

AFFIRMATIVE DEFENSES

1. Defendant denies each and every allegation and averment set forth in Plaintiff's Complaint not specifically admitted herein to be true.

2. Plaintiff's Complaint fails to state a claim upon which relief can be granted with respect to some or all of the claims in the Complaint.

3. Defendant affirmatively states that Plaintiff has failed to join the necessary parties to this action.

4. Defendant affirmatively states that Plaintiff has failed to join indispensable parties to this action.

5. Plaintiff's Complaint is barred as a matter of contract.

6. Plaintiff's Complaint is barred by the doctrine of accord and satisfaction.

7. Plaintiff's Complaint is barred, in whole or in part, by want of consideration.

8. Some or all of Plaintiff's claims against Defendant are barred because the contractual provisions at issue are unenforceable or subject to limitation by the Court.

9. Plaintiff's claims against Defendant are barred or subject to reduction to the extent that Plaintiff has failed or in the future fails to mitigate its alleged damages.

10. Defendant is entitled to set-offs.

11. Some or all of Plaintiff's claims are barred by the applicable statute of limitations.

12. Plaintiff's claims against Defendant are barred by the doctrines of *in pari delicto*, unclean hands, waiver, laches, and estoppel.

13. Defendant reserves the right to plead other affirmative defenses as they become known.

WHEREFORE, having fully answered, Defendant Elevation Festivals LLC respectfully requests that Plaintiff's Complaint be dismissed, and the Court award judgment in favor of the Defendant with an award of costs and attorneys' fees.

II. FIRST AMENDED COUNTERCLAIM OF ELEVATION

NOW COMES Defendant/Counterclaim Plaintiff Elevation Festivals LLC ("Elevation"), by and through undersigned counsel, and for its First Amended Counterclaim against Plaintiff/Counterclaim Defendant Maple House Records, LLC ("Maple House") states and alleges as follows:

1. Elevation restates the allegations set forth in its Answer to the Complaint.
2. Elevation is an Ohio limited liability company, with its principal members residing in Ohio.
3. Maple House is believed to be a citizen of Pennsylvania, with its ultimate member being a citizen of Pennsylvania.
4. Jurisdiction exists in this court pursuant to diversity of citizenship. *See* 28 U.S.C. §1332(a).
5. Elevation and its members are citizens of Ohio, and upon information and belief, Maple House and its ultimate member are citizens of Pennsylvania.
6. The amount in controversy exceeds \$75,000.00, exclusive of costs and interest.
7. Venue is proper in this judicial district. *See* 28 U.S.C. §1391.

8. Venue is proper in the Northern District of Ohio, Eastern Division, because the contract at issue provides that any dispute “will be litigated in an appropriate state or federal court located in Cleveland, Ohio.”

9. Additionally, Elevation’s corporate office is located within this judicial district.

10. Maple House’s predecessor under the parties’ Contract, attached to the Complaint as Exhibit A, hired Elevation to produce a music festival in Pittsburgh, Pennsylvania (“Event”).

11. Initially, Thomas Tull, a billionaire from Pittsburgh, Pennsylvania, and his band, Ghost Hounds, entered into the Contract with Elevation to produce a **free** one-day music festival in Pittsburgh as a post-pandemic gift from Tull to the City of Pittsburgh.

12. By Letter Agreement Ghost Hounds, LLC purportedly assigned its interest in the Contract to Maple House Records, LLC. Thomas Tull is believed to be the ultimate member of Maple House.

13. The parties agreed that Maple House would pay Elevation a total of \$1,409,760.00 to produce the one-day Event, which included a fee to Elevation of \$125,000.00 for its services.

14. The original date of the Event was September 25, 2021, and at the request of Tull, entailed a one-day event, with one stage for up to 5,000 spectators with free admission to see 5-6 artists.

15. As a result of Tull’s exclusive concerns around COVID-19, Tull cancelled the initial Event and had it rescheduled for May 21, 2022.

16. Due to the rescheduled date of the Event, Maple House tasked Elevation to secure a new venue as the previous venue was no longer available. Additionally, Maple House directed Elevation to increase the number of artists performing from 5-6 to 12 and then Maple House demanded that Elevation add one additional musical performer the week of the event. To

accommodate the increased number of performers, Elevation had to double the number of stages from 1 to 2.

17. Four days prior to the rescheduled Event, on May 17, 2022, the parties signed a Letter Agreement to the Contract that assigned Ghost Hounds' interests under the Contract to Maple House, and expanded the Event's capacity by 50%, from 5000 people to 7500 people in attendance.

18. Despite these significant changes to the Event, the Contract required that Maple House pay Elevation \$1,409,760.00 to produce the Event.

19. In an effort to cover the expenses of the rescheduled Event, Elevation urged Maple House and Maple House agreed to charge an admission fee of \$59 per ticket.

20. Maple House and Elevation understood that the ticket revenue would be used for increased costs of the larger and rescheduled Event.

21. From January 2022 through May 2022, Maple House and Elevation collaborated during daily communication and weekly conference calls to expand the rescheduled Event.

22. Maple House made specific demands of Elevation and its vendors to make upgrades to the rescheduled Event, including backstage accommodations, production and logistics support and capabilities specific to Maple House and its designees, VIP hospitality, catering, performance audio, radio communications and more that all increased the Event's cost.

23. Maple House was to pay Elevation in three installments. Maple House paid the first payment of \$909,000.00 in July 2021, and the second payment of \$250,000.00 on May 17, 2022.

24. Maple House has failed to pay the balance of the amount owed under the Contract of \$250,760.00.

25. To date, Maple House has only paid Elevation \$1,159,000.00, which is not the \$1,409,760.00 it agreed to under the Contract.

26. Throughout the planning of the Event, Elevation consistently communicated with Maple House regarding the expenses of the rescheduled and expanded Event and reported ticket sales information and corresponding revenue that would be used to fund the Event.

27. The Event was successfully produced on May 21, 2022, with accolades from both the local press, Mr. Tull's band and family and Maple House executives.

28. Mr. Tull's wife posted on her Instagram page: "Maple House Music Festival...amazing!" Mr. Tull's band, Ghost Hounds, posted on their Twitter feed: "MapleHouseFest was a blast! Huge props to the organizers, producers and vendors for being rockstars." Maple House's President, DaLyn Bauman, texted Elevation's representative stating, "She (Mrs. Tull) loves to get wild at shows- goes to a lot of concerts but never festivals... I am very glad expense wasn't spared to create that experience backstage. Everyone was very impressed."

29. In total, the rescheduled and expanded Event's cost increased by 38% or \$529,021.52.

30. Ultimately, this increased cost was offset by the Event's revenue of \$519,327.42.

31. Maple House was provided an initial accounting of revenues from the Event on June 3, 2022.

32. At no time after receiving 31 written reports from Elevation accounting for ticket sales did Maple House make any demand for Elevation to transfer those monies to Maple House.

33. Elevation provided Maple House a final Event accounting on September 23, 2022, a copy of which is attached hereto as **Exhibit 1**.

34. Elevation also requested Maple House pay the third and final payment under the contract of \$262,246.45, which represents the remaining \$250,760.00 due under the payment of

expenses in the Contract and an outstanding amount for the Event's insurance coverage of \$11,486.45.

35. Maple House refused to pay the third and final payment due under the Contract.

36. Elevation hired undersigned counsel, who wrote demand letters to Maple House requesting payment of the same amount. A copy of the Initial Demand Letter dated November 2, 2022 is attached hereto as **Exhibit 2**.

37. Elevation's counsel also advised Maple House that it had no basis to threaten or defame Elevation's reputation for professionalism. A copy of Elevation's Second Demand Letter is attached hereto as **Exhibit 3**.

COUNT I – BREACH OF CONTRACT

38. Elevation restates and realleges paragraphs 1 through 37 as if fully rewritten herein.

39. A contract existed between Maple House and Elevation. *See Exhibit A & B to the Complaint.*

40. Elevation has performed all its obligations under the Contract, by successfully producing the Event.

41. Maple House breached the Contract by failing to pay the third and final payment under the terms of the Contract.

42. As a result of Maple House's conduct, Elevation has suffered damages.

43. Maple House also breached its duty of good faith and fair dealing.

44. Maple House agreed to pay Elevation a flat amount of \$1,409,760.00, which it has not done.

45. Maple House, by its actions, destroyed or injured Elevation's right to receive the benefits of the Contract, a flat-fee for its services.

46. Maple House acted in bad faith in its purported attempted performance under the Contract.

47. As an actual and proximate cause of Maple House's breach of contract and breach of the duty of good faith and fair dealing, Elevation has been damaged in an amount to be proven at trial.

48. As a result of Maple House's bad faith, Elevation is entitled to an award of attorneys' fees.

COUNT II – DECLARATORY JUDGMENT

49. Elevation restates and realleges paragraphs 1 through 48 as if fully rewritten herein.

50. A real controversy exists between the parties- whether Maple House is required to pay Elevation a total of \$1,409,760.00 to produce the Event.

51. To date Maple House has only paid Elevation \$1,159,000.00.

52. This controversy is one that is justiciable by this Court.

53. Prompt relief is necessary to preserve the rights of the parties, because Elevation is owed at least \$250,760.00.

54. Elevation's interpretation of the Contract comports with the plain language of the Contract.

55. Maple House's interpretations of the Contract is not supported by the language of the Contract or industry custom and practice.

56. A decision by this Court will resolve the dispute.

57. Elevation is entitled to a declaration that Maple House must pay Elevation a total of \$1,409,760.00 under the Contract, and that Maple House is required to pay Elevation the remaining amount of \$250,760.00.

WHEREFORE, Elevation respectfully prays for an Order from the Court:

1. On Count I, damages in an amount to be proved at trial, prejudgment interest, and attorneys' fees;
2. On Count II, a declaration that (i) Maple House is required to pay Elevation a total of \$1,409,760.00, and (ii) Maple House is required to pay Elevation the remaining amount of \$250,760.00;
3. Reasonable attorney fees, expenses, and costs; and
4. Such further relief as the Court deems equitable and just.

Respectfully submitted,



Robert J. Dubyak (0059869)
Christina C. Spallina (0088548)
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Attorneys for Elevation Festivals, LLC

JURY DEMAND

Elevation Festivals LLC demands a trial by jury.



One of the Attorneys for Defendant Elevation Festivals, LLC

CERTIFICATE OF SERVICE

I hereby certify that on January 6, 2023, a copy of the foregoing was filed electronically.

Notice of this filing will be sent to all parties by operation of the Court's electronic filing system.

Parties may access this filing through the Court's system.



One of the Attorneys for Defendant Elevation Festivals, LLC

EXHIBIT 1

Maple House Fest - Saturday, May 21, 2022

Hartwood Acres - Allegheny County, PA

updated Sep 22, 2022

	2022	
	ACTUAL (2)	
REVENUES		
Ticket sales (VIP + GA)	\$ 409,072.85	
Ticket Fees	\$ 32,497.40	
Sponsorship	\$ -	
VIP Boxes/Tables	\$ -	
Concessions	\$ 40,497.48	
Merchandise	\$ 14,430.89	
Parking	\$ 20,528.80	
Vendors & Misc	\$ 2,300.00	
TOTAL REVENUES	\$ 519,327.42	
EXPENSES		
ADA Platform	\$ 1,340.00	
Advertising	\$ 28,404.30	
ASCAP/BMI/SESAC Expense	\$ 1,652.04	
Backline Instrument Expense	\$ 4,702.00	
Catering - Artist	\$ 5,040.00	
Catering - Staff	\$ 4,475.00	
Charging Stations	\$ -	
Charitable Donation	\$ 60,000.00	
Clean Up & Trash Mngmt	\$ 5,280.00	
Communications/Radios	\$ 1,840.00	
Concessions	\$ -	
Contingency	\$ -	
COVID protocol	\$ -	
Credentials & Wristbands	\$ 2,417.48	
Credit Card Fees	\$ -	
Decor and Internal Activations	\$ 26,397.94	
Electrician Expense	\$ 2,000.00	
EMS	\$ -	
Equipment Rental Expense	\$ 13,957.96	
Facility Fee	\$ 31,800.00	
Fencing/Barricade Expense	\$ 35,774.92	
Front of House Staff	\$ -	
Fuel	\$ 5,098.35	
Furniture	\$ -	
Generators and Night Warriors	\$ 48,444.29	
Golf Carts	\$ 14,592.60	
Green Room Expense	\$ 2,521.17	
Ground Transportation Expense	\$ 3,672.93	
Insurance	\$ 40,706.82	
Interns	\$ -	
Landscaping	\$ 35,816.00	
Liquor Permit	\$ -	
Management Fee	\$ 125,000.00	
Merch Artist Share	\$ -	
Merch COGS	\$ -	
Metal Detectors	\$ 2,096.73	
Miscellaneous	\$ 16,669.21	
Parking Lot & Attendants Exp	\$ 11,344.90	
Permit & Licensing Expense	\$ -	
Photography	\$ -	
Picnic Tables	\$ -	
Pipe and Drape	\$ -	
Platinum VIP	\$ -	
Production Misc	\$ 16,231.15	
Production Sound/Lights/Stages		
Stage 1	\$ 88,806.36	
Stage 2	\$ 75,930.00	
Programming	\$ -	
Restrooms	\$ 35,300.00	
Runners	\$ -	
Security/Police	\$ 60,692.36	
Shipping	\$ 579.24	
Signage Expense	\$ 44,612.89	
Site Map	\$ 1,050.00	
Staff Apparel	\$ -	
Stage Managers x 2	\$ 3,800.00	
Storage & Moving	\$ 18,884.59	
Supplies	\$ 6,389.23	
Tents	\$ 40,233.51	
VIP Catering	\$ 27,825.00	
VIP Expenses	\$ 68,884.44	
Stagehands Setup/Teardown + Show	\$ 73,415.00	
Subcontractors	\$ 11,900.00	
Talent	\$ 719,905.00	
Taxes	\$ -	
Trailers (RVs + ground level units)	\$ 34,999.75	
Travel	\$ -	
Hotel	\$ 20,957.48	
Auto + Air	\$ 5,385.08	
F&B	\$ 7,370.27	
Trucking	\$ 22,875.00	
VIP Credentials	\$ -	
Video Screens	\$ -	
Volunteers	\$ -	
Water Refill Station	\$ 3,210.00	
Website	\$ -	
WiFi	\$ 18,500.53	
TOTAL EXPENSES	\$ 1,938,781.52	
NET	\$ (1,419,454.10)	



Christina C. Spallina, Esq.
 Direct Dial: (216) 364-0519
 cspallina@dubyaknelson.com

November 2, 2022

VIA EMAIL AND OVERNIGHT MAIL

DaLyn Bauman (dalyn@maplehouserecords.com)
 Maple House Records, LLC
 c/o Franklin Monroe
 227 W. Monroe St., Ste. 5000
 Chicago, Illinois 60606

Re: Event Consulting and Production Agreement with Elevation Festivals LLC

Dear Ms. Bauman:

Please be advised that this firm represents Elevation Festivals LLC (“Elevation”) as it relates to the amounts owed to it by Maple House Records, LLC (“Maple House”) under the Event Consulting and Production Agreement (hereinafter the “Agreement”, copies of which are enclosed for your reference). As you know, Ghost Hounds LLC (“Ghost Hounds”) signed the Agreement with Elevation on July 15, 2021. By side letter agreement dated May 17, 2022, Ghost Hounds and Elevation agreed to allow Ghost Hounds to assign its rights, interest, liability and obligations under the Agreement to Maple House. A copy of the Assignment and Amendment to the Event Consulting and Production Agreement is also included for your reference.

Under the Agreement, Maple House agreed to pay Elevation \$1,409,760.00 to consult on and produce a festival concert in Pittsburgh, Pennsylvania, which occurred on May 21, 2022.

In Section 5(a) (Elevation Fees) of the Agreement, Maple House agreed to pay Elevation \$125,000.00 for its Event Services, as defined in the Agreement. In Section 5(b) (Event Expenses), Maple House agreed to pay Elevation a separate amount of \$1,284,760.00 “to cover and pay” all Event expenses. Maple House also agreed to adhere to a payment schedule that included three (3) payments:

- a. \$909,000.00 within one (1) business day of execution of the Agreement;
- b. \$250,000.00; and
- c. The balance due.

Elevation sent invoices to Maple House for each of the owed amounts listed above. Maple House paid Elevation \$909,000.00 on July 16, 2021, and \$250,000.00 on May 17, 2022, but the balance due, \$250,760.00, under the Agreement is now past due. Further, Elevation incurred

DaLyn Bauman
November 2, 2022
Page 2 of 2

additional out of pocket costs, including expenses and insurance fees, of \$11,486.45. Therefore, Maple House currently owes Elevation \$262,246.45. In addition to sending an invoice for the amount owed, Elevation also sent multiple emails to Maple House, most recently on October 27, 2022, requesting this final payment. Yet, to date, the remaining amounts owed to Elevation under the Agreement are outstanding.

Elevation is entitled to payment under the Agreement in the amount of \$262,246.45. Please contact the undersigned as soon as possible to arrange payment. If we do not hear from you by 5:00 p.m. ET on Thursday, November 10, 2022, we will pursue all available legal remedies, up to and including litigation, against Maple House to collect the funds owed to Elevation.

Sincerely yours,

DUBYAK NELSON, LLC



Christina C. Spallina

cc: Thomas Tull
Kyle Skala
Denny Young
Steve Lindecke



Christina C. Spallina, Esq.
 Direct Dial: (216) 364-0519
 cspallina@dubyaknelson.com

November 30, 2022

VIA EMAIL AND OVERNIGHT MAIL

Daryl M. Crone, Esq. (dcrone@tullinvest.com)
 Maple House Records, LLC
 227 W. Monroe St., Ste. 5000
 Chicago, Illinois 60606

Re: Event Consulting and Production Agreement with Elevation Festivals LLC

Dear Mr. Crone:

I write in response to your letter dated November 8, 2022, wherein you raised a number of issues relating to the Event Consulting and Production Agreement (the “Agreement”) between Elevation Festivals LLC (“Elevation”) and Maple House Records, LLC (“Maple House”). After reviewing the information in your letter and additional information provided to me by Elevation, it remains that the Agreement obligates Maple House to pay Elevation the balance owed of \$262,246.45.

I want to start by reiterating that the Agreement specifically says that Maple House agreed to pay Elevation in three installments – as outlined in Section 5 (b) of the Agreement – a total of \$1,409,760.00 to consult on and produce a festival concert in Pittsburgh, Pennsylvania that occurred on May 21, 2022 (hereinafter the “Festival”). Many of the positions that you advanced on Maple House’s behalf are not supported by the Agreement’s language. I will explain the issues more fully below, but in short, Maple House is obligated to make the third of three payments to Elevation in the amount of \$262,246.45. Elevation was not required to get Maple House’s approval for any expenditures, other than headliner selection. And finally, Elevation was well within its rights to apply any proceeds from the Festival to unpaid expenses.

The Agreement did not require Elevation to obtain Maple House’s consent as to all expenses before they were incurred. Section 5(c) of the Agreement (“Prior Approval”) makes clear that Elevation was only required to obtain Maple House’s consent with respect to any “talent offer,” which it did. The budget was nothing more than estimated expenses. In fact, the budget attached to the Agreement has many entries that state “could be +/-” demonstrating the parties’ clear understanding that the budget was not a fixed accounting of expenditures. In an email from July 9, 2021, Elevation made clear that the budget was a “sample budget” and was “very tentative as there are many factors that we do not have clear guidance on at this time.” A copy of Elevation’s July 9, 2021 email is attached hereto as **Exhibit 1**.

There is also nothing in the Agreement mandating that Elevation spend only those amounts listed in the budget. Similarly, there is no requirement that Elevation must present Maple House with an updated budget, accounting, or list of expenditures. Finally, Exhibit A to the Agreement lists Elevation's services to include budgeting and contracting, both of which clearly give Elevation authority to collect and expend funds as needed without Maple House's approval. In fact, Maple House demanded that Elevation be the contracting party for all transactions as a condition to enter into the Agreement. It is clear that Elevation had every right to control and use event receipts. Your claim of conversion is an empty threat that is nullified by the Agreement and conduct of the parties.

Similarly, there was no pre-execution understanding between the parties that the budget (Exhibit B to the Agreement) was potentially high or that Maple House would likely be due a refund. In fact, Ms. Dalyn Bauman, a Maple House representative, directed that the Festival be a "free show" to the public, intended as a post-pandemic gift to the City of Pittsburgh, meaning that the Festival was not intended to produce income. Ms. Bauman's June 28, 2021 email is attached hereto as **Exhibit 2**. Furthermore, Maple House hindered Elevation's ability many times to increase revenues from the event. At Elevation's urging, Maple House agreed to charge an admission fee, but demanded that the per person admission fee remain under \$60 per ticket, an amount far less than most major music festivals. Additionally, Elevation was prohibited from increasing ticket prices as the Festival date drew closer, a very common practice in the concert and festival business. This was also problematic as Maple House continued to increase the size and scope of the Festival as the event date neared. Ms. Bauman stated to Elevation, "We agreed to a higher price as you recommended. But there will be absolutely no increases along the way." To say now that Maple House was denied the opportunity to mitigate its expenses is disingenuous and not in line with the parties' history and communications.

The parties' history of correspondence shows that there was consistent communication between Maple House and Elevation regarding the Festival throughout the planning stages and following the event.¹ As ticketing was the primary revenue stream, reports were circulated to Maple House and its designees 31 times in 2022 on 3/25, 3/28-3/31, 4/1, 4/4-4/5, 4/7, 4/11, 4/20, 4/25, 4/29, 5/2, 5/10, 5/12-14, 5/16, 5/18, 5/20 and a final report on 5/23/2022 (attached **Exhibit 3**). During this time, Elevation also received communication from Maple House's legal representative, Mr. Kyle Skala, who inquired about ticketing in an April 4, 2022 email. On June 3, 2022, Elevation sent Maple House a full summary of revenue. (A copy of this correspondence is attached hereto as **Exhibit 4**). Never once, in a period of time exceeding two months did a Maple House representative respond to those numerous written communications and request that

¹ There are many other instances of communication between the parties during the course of the engagement, which your client has access to.

Mr. Daryl M. Crone
November 30, 2022
Page 3 of 4

Elevation transfer revenues from the Festival to Maple House. This is because the parties understood that all revenue would be collected by Elevation and used to pay expenses as needed.

Nevertheless, Elevation has already given Maple House all necessary documents to reconcile expenditures from the Festival. Providing Maple House with a pre-settlement of expenses prior to the event would have been impossible, as Maple House executives continued to add details, assets and expenses to the event throughout the Festival weekend. A post-event settlement commonly takes up to 90 days for a festival of this nature, and in some cases, it takes longer. Elevation worked with an estimated 40 vendors, 14 artists, the park, county, and other entities to produce the Festival. Interestingly, on June 21, 2022, Elevation sent an email invitation to the Maple House team for a Post-Event Settlement meeting, to which no one responded. Notwithstanding this, nothing in the Agreement requires Elevation to provide Maple House with an accounting of expenses. What is required under the Agreement, however, is that Maple House pay Elevation a total of \$1,409,760.00, which Maple House has not done.

Elevation produced a high-level, quality event, as it was hired to do under the Agreement. Ms. Bauman acknowledged as much in a text to Elevation's Denny Young on May 22, 2022, when she wrote, "She (Mrs. Tull) loves to get wild at shows – goes to a lot of concerts but never festivals...I was very glad expense wasn't spared to create that experience backstage. Everyone was very impressed." (A copy of this text message is attached hereto as **Exhibit 5**). Local news and media outlets also praised the Festival, stating "Festival organizers thought of just about everything...It was well-planned and fun[;]" and "There's nothing like Maple House, a one-day buffet of high-caliber national acts."²

Elevation would like to avoid litigation and amicably resolve this dispute. I hope that the information provided in this letter satisfies any questions you have about Elevation's communication and accounting regarding the Festival. I do want to note, that should this matter move forward, any attempt to defame Elevation's reputation will be aggressively defended. Threatening investigation into Elevation's professionalism has no basis, and any further claims in this regard will be treated as defamatory and expose Maple House to further liability.

In sum, the Agreement is clear that Elevation was entitled to three payments, the last being \$262,246.45, which remains outstanding. Maple House's attempt to construe the Agreement in such a way as to provide it some relief from its debt is unpersuasive. Please have your client remit payment to Elevation immediately, or we will initiate litigation.

² See the Beaver County Times and the Pittsburgh Post- Gazette.

Mr. Daryl M. Crone
November 30, 2022
Page 4 of 4

I trust that Elevation's position is clear, but please contact me with any questions.

Sincerely yours,

DUBYAK NELSON, LLC



Christina C. Spallina

cc: Thomas Tull
Kyle Skala
Dalyn Bauman
Denny Young
Steve Lindecke

EXHIBIT I

Denny Young

Subject: FW: Pittsburgh Festival

From: Denny Young

Sent: Friday, July 9, 2021 11:49 AM

To: DaLyn Bauman <DaLyn@maverick.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>

Cc: Steve Lindecke <slindecke@elevationgroup.com>

Subject: RE: Pittsburgh Festival

Hi DaLyn – Below is a sample budget. Very tentative as there are many factors that we do not have clear guidance on at this time. But this will give you an idea of what an event for 5,000 people might look like. Happy to discuss at your convenience.

REVENUE		Pittsburgh - September 2021	
Ticket sales	\$50,000	\$50,000 + \$10 donation	
Ticket Fees	\$1,000		
Sponsorship	\$0		
VIP Boxes Tables	\$0		
Concessions	\$50,000		
Merchandise Net	\$5,000		
Parking	\$0		
Vendors & Misc	\$2,500		
TOTAL REVENUES	\$108,500		
<hr/>			
Talent	\$840,500	\$750,000 towards top 2 acts. 6 total acts	
ADA Platform	\$1,500		
Advertising	\$40,000	Can be more, less	
ASCAP Bill SESAC Expense	\$1,000		
Backline Instrument Expense	\$5,000		
Artist Catering	\$5,000		
Staff Catering	\$3,000		
Charging Stations	\$0		
Clean Up & Trash Mgmt	\$5,000		
Communications	\$2,000		
COVID Protocol	\$0		
Credentials & Wristbands	\$1,500		
Credit Card Fees	\$0		
Dressing Green Room Expense	\$4,000		
Equipment Rental Expense	\$3,000		
FOH Staff	\$2,500		
Fencing Barricade Expense	\$15,000	Could be +/- based on site	
Fuel	\$2,500		
Furniture	\$3,000		
Generators and Night Warmer	\$17,500	Could be +/- based on site	
Golf Carts	\$3,000	Could be +/- based on site	
Ground Transportation Expense	\$3,000		
Insurance	\$20,000	Could be +/- pending our provisions	
Landscaping	\$4,000	Repair damage at site	
Liquor Permit	\$150	This assumes a charity	
Merch COGS	\$10,000	Event merch cost	
Merch Artist Share	\$3,000		
Medical Detectors	\$4,000		
Miscellaneous	\$5,000		
Parking Lot & Attendants Exp	\$0		
Parking Shuttles	\$0		
Permit & Licensing Expense	\$1,500		
Plow Tables	\$0		
Pipe and Drape	\$0		
Police EMS	\$12,500	Could be +/- based on site	
Decor and Internal Activations	\$25,000	Totally dependent on how much we want to dress \$20	
Production Sound Lights Stages			
Stage 1	\$50,000		
Stage 2			
Stage 3			
Production Misc	\$10,000		
Restrooms	\$13,000		
Runners	\$3,000		
Security	\$22,500	Could be +/- based on site	
Staff + Elevation Management	\$125,000		
Shipping	\$2,000		
Signage Expense	\$15,000	Could be +/- based on site	
Site Map	\$1,110		
Stage Managers	\$2,000		
Storage & Moving	\$7,000	Could be less based on site design	
Supplies	\$10,000		
VP Hospitality Catering	\$10,000	Could be +/- based on what we want to execute	
VP Expenses	\$5,000		
Video Screens	\$7,500		
Stagehands Setup	\$20,000		
Stagehands Show Days	\$7,500		
Travel	\$7,500		
Subcontractors	\$7,500		
Trailers	\$6,000		
Tents	\$15,000		
Trucking	\$0		
Volunteers	\$0		
Water Refill Station	\$3,500		
Wi-Fi	\$5,000		
Contingency	\$0		
TOTAL EXPENSES	\$1,409,760		
NET	(\$1,301,260)		

Denny Young
President



O: 216.363.1660 M: 216.403.9201
[WEB](#) [Instagram](#) [Facebook](#) [Twitter](#)

From: DaLyn Bauman <Dalyn@maverick.com>
Sent: Thursday, July 8, 2021 10:30 AM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Cc: Steve Lindecke <slindecke@elevationgroup.com>
Subject: Re: Pittsburgh Festival

EXHIBIT 2

Denny Young

Subject: FW: Pittsburgh Festival

From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Sunday, July 11, 2021 7:15 PM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Cc: Steve Lindecke <slindecke@elevationgroup.com>
Subject: Re: Pittsburgh Festival

Awesome.

How is tomorrow 8am pst for everyone?

From: Denny Young <dyoung@elevationgroup.com>
Sent: Sunday, July 11, 2021 3:05:46 PM
To: DaLyn Bauman <DaLyn@maverick.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Cc: Steve Lindecke <slindecke@elevationgroup.com>
Subject: Re: Pittsburgh Festival

[EXTERNAL]

Good news.

I'm in all day with availability

Denny Young
President
The Elevation Group
216.363.1660

From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Sunday, July 11, 2021 4:34:21 PM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Cc: Steve Lindecke <slindecke@elevationgroup.com>
Subject: Re: Pittsburgh Festival

Hi all.

I've got the green light on budget.

Let's please convene tomorrow as soon as we're able to see what's what and possible here.

Targets (thomas is close to Joe Bonamassa, D Trucks):

King Fish

Marcus King
Joe Banamossa
Tedeschi Trucks Band
Larkin Poe
Rival Suns
Tyler Bryant and the Shakedown
Howlin Sun
The Record Company
Alabama Shakes
Hozier
Nathaniel Rateliff & the Night Sweats
Welshly Arms
Shakey Graves

From: Denny Young <dyoung@elevationgroup.com>
Sent: Friday, July 9, 2021 8:49:01 AM
To: DaLyn Bauman <DaLyn@maverick.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Cc: Steve Lindecke <slindecke@elevationgroup.com>
Subject: RE: Pittsburgh Festival

[EXTERNAL]

Hi DaLyn – Below is a sample budget. Very tentative as there are many factors that we do not have clear guidance on at this time. But this will give you an idea of what an event for 5,000 people might look like. Happy to discuss at your convenience.

Pittsburgh - September 2021 Notes			
Ticket Sales	\$50,000	\$50,000 x \$10 donation	
Ticket Fees	\$1,000		
Sponsorship	\$0		
VP Boxes/Tables	\$0		
Concessions	\$50,000		
Merchandise Net	\$5,000		
Parking	\$0		
Vendors & Misc	\$2,500		
TOTAL REVENUES	\$108,500		
EXPENSES			
Talent	\$846,500	\$750,000 towards top 2 acts, 6 total acts	
ADA Platform	\$1,500		
Advertising	\$40,000	Can be more, less	
ASCAP/BMI SESAC Expense	\$1,000		
Backing Instrument Expense	\$5,000		
Abst Catering	\$5,000		
Staff Catering	\$3,000		
Charging Stations	\$0		
Clean Up & Trash Mngmt	\$5,000		
Communications	\$2,000		
COMO Protocol	\$0		
Credentails & Wristbands	\$1,500		
Credit Card Fees	\$0		
Dressing Green Room Expenses	\$4,000		
Equipment Rental Expense	\$2,500		
FOH Staff	\$5,000	Front Gate ticket takers	
Fencing Barricade Expense	\$15,000	Could be +/- based on site	
Fuel	\$2,500		
Furniture	\$3,000		
Generators and Night Warmer	\$17,500	Could be +/- based on site	
Golf Carts	\$3,000	Could be +/- based on site	
Ground Transportation Expenses	\$3,000		
Insurance	\$20,000	Could be +/- pending our provisions	
Landscaping	\$4,000	Repair damage at site	
Liquor Permit	\$150	This assumes a charity	
Merch COGS	\$10,000	Event merch cost	
Merch Artist Share	\$3,000		
Metal Detectors	\$4,000		
Miscellaneous	\$5,000		
Parking Lot & Attendants Exp	\$0		
Parking Shuttles	\$0		
Permit & Licensing Expense	\$1,500		
Picnic Tables	\$0		
Pipe and Drape	\$0		
Police EMS	\$12,500	Could be +/- based on site	
Decor and Internal Activations	\$25,000	Totally dependent on how much we want to dress site	
Production Sound Lights/Stages			
Stage 1	\$50,000		
Stage 2			
Stage 3			
Production Misc	\$10,000		
Restrooms	\$13,000		
Runners	\$3,000		
Security	\$22,500	Could be +/- based on site	
Staff + Elevation Management	\$125,000		
Shipping	\$2,000		
Signage Expense	\$15,000	Could be +/- based on site	
Site Map	\$1,110		
Stage Managers	\$2,000		
Storage & Moving	\$7,000	Could be less based on site design	
Supplies	\$10,000		
VP Hospitality Catering	\$10,000	Could be +/- based on what we want to execute	
VP Expenses	\$5,000		
Video Screens	\$7,500		
Stagehands Setup	\$20,000		
Stagehands Show Days	\$7,500		
Travel	\$7,500		
Subcontractors	\$7,500		
Trailers	\$6,000		
Tents	\$15,000		
Trucking	\$0		
Volunteers	\$0		
Water Refill Station	\$3,500		
WiFi	\$5,000		
Contingency	\$0		
TOTAL EXPENSES	\$1,409,700		
NET	(\$1,301,200)		

Denny Young

President

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O: 216.363.1660 M: 216.403.9201
[WEB](#) [Instagram](#) [Facebook](#) [Twitter](#)

From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Thursday, July 8, 2021 10:30 AM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Cc: Steve Lindecke <slinecke@elevationgroup.com>
Subject: Re: Pittsburgh Festival

Hi guys,

Following up. Possible to get this budget before week's end to suss out what's possible here?

Thanks!

From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Tuesday, July 6, 2021 3:55:14 PM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Cc: Steve Lindecke <slindecke@elevationgroup.com>
Subject: Re: Pittsburgh Festival

Hey Denny,

When can we expect to view a budget for this?

Thanks!

From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Sunday, July 4, 2021 5:43:19 AM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Cc: Steve Lindecke <slindecke@elevationgroup.com>
Subject: Re: Pittsburgh Festival

Great, thanks Denny!

From: Denny Young <dyoung@elevationgroup.com>
Sent: Sunday, July 4, 2021 1:35:30 AM
To: DaLyn Bauman <DaLyn@maverick.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Cc: Steve Lindecke <slindecke@elevationgroup.com>
Subject: Re: Pittsburgh Festival

[EXTERNAL]

This is good for now. We will be back in touch shortly.

Denny Young
President
The Elevation Group
216.363.1660

From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Sunday, July 4, 2021 12:14:10 AM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Subject: Re: Pittsburgh Festival

Hey guys.

Let's move on this budget please.

- 3k - 5k cap
- 5-6 acts
- Would love venue recs
- \$5 ticket to charity
- One stage
- Both Sept 11 & 25 ok to pursue

What other details do you need from my end?

From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Thursday, July 1, 2021 9:47:43 AM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Subject: Re: Pittsburgh Festival

Let's do 630. Feeling dangerous going into the holiday.

Invite forthcoming!

From: Denny Young <dyoung@elevationgroup.com>
Sent: Thursday, July 1, 2021 8:40:31 AM
To: Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>; DaLyn Bauman <DaLyn@maverick.com>
Subject: Re: Pittsburgh Festival

[EXTERNAL]

Steve and I cannot do earlier unfortunately. We could do 9a in the morning tomorrow but that is 630a LA time

Denny Young
President
The Elevation Group
216.363.1660

From: Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Sent: Thursday, July 1, 2021 11:16:19 AM
To: Denny Young <dyoung@elevationgroup.com>; DaLyn Bauman <DaLyn@maverick.com>
Subject: Re: Pittsburgh Festival

Hey all,

I read the below time incorrect, I actually have a wedding tomorrow night that starts at 5PM EST ...any chance we could do a hour earlier? If not, feel free to discuss without me and loop me in after. Sorry again

From: Denny Young <dyoung@elevationgroup.com>
Date: Thursday, July 1, 2021 at 4:49 AM
To: DaLyn Bauman <DaLyn@maverick.com>, Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Subject: Re: Pittsburgh Festival

External Sender

Zoom is great

Pls include

Slindecke@elevationgroup.com

Thank you,

Denny Young
President
The Elevation Group
216.363.1660

From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Wednesday, June 30, 2021 11:39:34 PM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Subject: Re: Pittsburgh Festival

Hey Denny,

That works for me! Want me to send through a zoom or traditional call?

From: Denny Young <dyoung@elevationgroup.com>
Sent: Wednesday, June 30, 2021 6:47:15 PM
To: DaLyn Bauman <DaLyn@maverick.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Subject: Re: Pittsburgh Festival

[EXTERNAL]

Sounds great DaLyn. Can we speak on Friday at 230p PT? Looking forward to connecting again.

Denny Young
President
The Elevation Group
216.363.1660

From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Wednesday, June 30, 2021 11:30:55 AM
To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Subject: Re: Pittsburgh Festival

Hey Denny!

Great news! Apologies for the delayed response.

Possible to find some time to regroup before weeks end, then take a macro look at a budget for something like this so we have a rough idea what to expect?

I'd imagine costs will be comparable whether we went with Elevation or anyone local. So, happy and excited to continue this discussion.

Also, will get on the phone today with head of philanthropy for the Tull family so she can begin to help us identify prospective partners.

From: Denny Young <dyoung@elevationgroup.com>

Sent: Monday, June 28, 2021 1:54:37 PM

To: DaLyn Bauman <DaLyn@maverick.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>

Subject: RE: Pittsburgh Festival

[EXTERNAL]

Hi DaLyn - We are very interested. We would just build in a booking, promotion and production fee. I would suggest that we target 9/11. It's a Saturday. Pitt is out of town playing Tennessee. The Steelers are in Buffalo the next day. No conflict.

Separately from that, we will stay on our current course in Pittsburgh with our style festival.

When do you want to regroup? We can work up budgets quickly and easily. I would like to know his thoughts on location and we need to secure that quickly.

Denny Young

President

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O: 216.363.1660 M: 216.403.9201

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From: DaLyn Bauman <DaLyn@maverick.com>

Sent: Monday, June 28, 2021 4:24 PM

To: Denny Young <dyoung@elevationgroup.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>

Subject: Re: Pittsburgh Festival

Yes! He said he is familiar with Chip.

He wants to do something sooner than next summer. I told him we're behind on marketing and promo for something this summer, maybe late fall. But not sure there's a draw then.

Also in terms of scaling here's what he said:

- Free show with philanthropic component
- Targets for first one he envisions being Marcus King vibe
- 5-6 acts

We can all regroup on this and see what makes sense and bring back a realistic timeline / budget.

Is this of interest for you to keep discussing on the production/promo front, Denny?

From: Denny Young <dyoung@elevationgroup.com>

Sent: Monday, June 28, 2021 1:00:58 PM

To: DaLyn Bauman <DaLyn@maverick.com>; Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>
Subject: RE: Pittsburgh Festival

[EXTERNAL]

Small world it is. I spoke with Chip Ganassi who has met Thomas a couple of times. Does not know him well. But Chip said, "Talk to Jimmy. He and Thomas are good friends." Jimmy is Jimmy Miller. A long time friend of mine and who apparently is good friends with Thomas. Looking forward to regrouping should Thomas have any interest.

Denny Young
President

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O: 216.363.1660 M: 216.403.9201
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From: DaLyn Bauman <DaLyn@maverick.com>
Sent: Monday, June 28, 2021 12:53 PM
To: Ryan Edmundson <Ryan.Edmundson@unitedtalent.com>; Denny Young <dyoung@elevationgroup.com>
Subject: Re: Pittsburgh Festival

EXHIBIT 3

Denny Young

From: Denny Young
Sent: Monday, May 23, 2022 8:53 AM
To: Michael Scriven; Emily Sodergren; Steve Lindecke; Dalyn Bauman
Cc: Jessica Lemmon
Subject: RE: Ticket Counts

8:30AM – 5/23/2022

- 6,025 Tickets Sold
 - 5,316 Adult GA
 - 375 Adult VIP
 - 316 Child GA
 - 18 Child VIP

1,670 Parking Passes Sold

Denny Young
President

elevation®

O: 216.363.1660
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From: Denny Young

Sent: Friday, May 20, 2022 3:26 PM

To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>

Cc: Jessica Lemmon <jessica@lemonnenent.com>

Subject: RE: Ticket Counts

3:00PM – 5/20/2022

- 5,454 Tickets Sold
 - 4,769 Adult GA
 - 375 Adult VIP
 - 292 Child GA
 - 18 Child VIP

1,464 Parking Passes Sold

Denny Young
President

elevation®

From: Denny Young
Sent: Wednesday, May 18, 2022 9:50 AM
To: 'Michael Scriven' <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; 'Dalyin Bauman' <dalyn@maplehouserecords.com>
Cc: 'Jessica Lemmon' <jessica@lemonnenent.com>
Subject: RE: Ticket Counts

8:30AM – 5/18/2022

- 5,135 Tickets Sold
 - 4,462 Adult GA
 - 375 Adult VIP
 - 280 Child GA
 - 18 Child VIP

1,247 Parking Passes Sold

Denny Young
President

elevation[®]

From: Denny Young
Sent: Monday, May 16, 2022 8:25 AM
To: 'Michael Scriven' <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; 'Dalyin Bauman' <dalyn@maplehouserecords.com>
Cc: 'Jessica Lemmon' <jessica@lemonnenent.com>
Subject: RE: Ticket Counts

8:15AM – 5/16/2022

- 4,928 Tickets Sold
 - 4,293 Adult GA
 - 356 Adult VIP
 - 263 Child GA
 - 16 Child VIP

1,155 Parking Passes Sold

Denny Young
President

elevation[®]

From: Denny Young
Sent: Saturday, May 14, 2022 1:12 PM
To: Michael Scriven <michael@lemonent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slinecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonent.com>
Subject: RE: Ticket Counts

1:00PM – 5/14/2022

- 4,795 Tickets Sold
 - 4,173 Adult GA
 - 352 Adult VIP
 - 254 Child GA
 - 16 Child VIP

1,099 Parking Passes Sold

Denny Young
President

elevation[®]

From: Denny Young
Sent: Friday, May 13, 2022 8:24 AM
To: Michael Scriven <michael@lemonent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slinecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonent.com>
Subject: RE: Ticket Counts

8:15AM – 5/13/2022

- 4,704 Tickets Sold
 - 4,088 Adult GA
 - 348 Adult VIP
 - 252 Child GA
 - 16 Child VIP

1,081 Parking Passes Sold

Denny Young
President

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From: Denny Young
Sent: Thursday, May 12, 2022 9:25 AM
To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: RE: Ticket Counts

9:00AM – 5/12/2022

- 4,649 Tickets Sold
 - 4,039 Adult GA
 - 346 Adult VIP
 - 248 Child GA
 - 16 Child VIP

1,065 Parking Passes Sold

Denny Young
President

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From: Denny Young
Sent: Tuesday, May 10, 2022 12:31 PM
To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: RE: Ticket Counts

12:30PM – 5/10/2022

- 4,557 Tickets Sold
 - 3,953 Adult GA
 - 344 Adult VIP
 - 244 Child GA
 - 16 Child VIP

1041 Parking Passes Sold

Denny Young
President

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From: Denny Young
Sent: Tuesday, May 3, 2022 12:43 PM
To: 'Michael Scriven' <michael@lemonment.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; 'Dalyn Bauman' <dalyn@maplehouserecords.com>
Cc: 'Jessica Lemmon' <jessica@lemonment.com>
Subject: RE: Ticket Counts

12:30PM – 5/3/2022

- 4,213 Tickets Sold
 - 3,640 Adult GA
 - 330 Adult VIP
 - 228 Child GA
 - 15 Child VIP

964 Parking Passes Sold

Denny Young
President

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From: Denny Young
Sent: Monday, April 25, 2022 11:23 AM
To: 'Michael Scriven' <michael@lemonment.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; 'Dalyn Bauman' <dalyn@maplehouserecords.com>
Cc: 'Jessica Lemmon' <jessica@lemonment.com>
Subject: RE: Ticket Counts

11:00AM – 4/25/2022

- 3,963 Tickets Sold
 - 3,429 Adult GA
 - 301 Adult VIP
 - 219 Child GA
 - 14 Child VIP

916 Parking Passes Sold

Denny Young
President

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From: Denny Young
Sent: Wednesday, April 20, 2022 12:25 PM
To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: RE: Ticket Counts

12:15PM – 4/20/2022

- 3,817 Tickets Sold
 - 3,301 Adult GA
 - 287 Adult VIP
 - 215 Child GA
 - 14 Child VIP

873 Parking Passes Sold

Denny Young
President

elevation[®]

O: 216.363.1660
[WEB](#) [Instagram](#) [Facebook](#) [Twitter](#)

From: Denny Young
Sent: Monday, April 11, 2022 8:51 AM
To: 'Michael Scriven' <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; 'Dalyn Bauman' <dalyn@maplehouserecords.com>
Cc: 'Jessica Lemmon' <jessica@lemonnenent.com>
Subject: Ticket Counts

8:45AM – 4/11/2022

- 3,565 Tickets Sold
 - 3,080 Adult GA
 - 272 Adult VIP
 - 200 Child GA
 - 13 Child VIP

818 Parking Passes Sold

Denny Young
President

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O: 216.363.1660
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From: Denny Young
Sent: Thursday, April 7, 2022 9:31 AM
To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: Ticket Counts

9:30AM – 4/7/2022

- 3,382 Tickets Sold
 - 2,908 Adult GA
 - 268 Adult VIP
 - 193 Child GA
 - 13 Child VIP

785 Parking Passes Sold

Denny Young
President

elevation

O: 216.363.1660
[WEB](#) [Instagram](#) [Facebook](#) [Twitter](#)

From: Denny Young
Sent: Tuesday, April 5, 2022 9:42 AM
To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: RE: Ticket Counts

9:30AM – 4/5/2022

- 3,296 Tickets Sold
 - 2,828 Adult GA
 - 263 Adult VIP
 - 193 Child GA
 - 12 Child VIP

765 Parking Passes Sold

Denny Young
President

elevation

O: 216.363.1660
[WEB](#) [Instagram](#) [Facebook](#) [Twitter](#)

From: Denny Young
Sent: Monday, April 4, 2022 10:21 AM
To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: Ticket Counts

9:30AM – 4/4/2022

- 3,230 Tickets Sold
 - 2,779 Adult GA
 - 255 Adult VIP
 - 184 Child GA
 - 12 Child VIP

756 Parking Passes Sold

Denny Young

President

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O: 216.363.1660
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From: Denny Young

Sent: Friday, April 1, 2022 9:47 AM

To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: Ticket Counts

9:30AM – 4/1/2022

- 3,078 Tickets Sold
 - 2,656 Adult GA
 - 239 Adult VIP
 - 171 Child GA
 - 12 Child VIP

723 Parking Passes Sold

Denny Young

President

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O: 216.363.1660
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From: Denny Young
Sent: Thursday, March 31, 2022 9:15 AM
To: Michael Scriven <michael@lemonent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonent.com>
Subject: Ticket Counts

9:00AM – 3/31/2022

- 3,013 Tickets Sold
 - 2,603 Adult GA
 - 231 Adult VIP
 - 167 Child GA
 - 12 Child VIP

707 Parking Passes Sold

Denny Young
President

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O: 216.363.1660
[WEB](#) [Instagram](#) [Facebook](#) [Twitter](#)

From: Denny Young
Sent: Wednesday, March 30, 2022 9:03 AM
To: Michael Scriven <michael@lemonent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonent.com>
Subject: RE: Ticket Counts

9:00AM – 3/30/2022

- 2,923 Tickets Sold
 - 2,527 Adult GA
 - 226 Adult VIP
 - 162 Child GA
 - 8 Child VIP

684 Parking Passes Sold

Denny Young
President

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O: 216.363.1660
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From: Denny Young
Sent: Tuesday, March 29, 2022 9:51 AM

To: Michael Scriven <michael@lemonent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonent.com>
Subject: RE: Ticket Counts

9:30AM – 3/29/2022

- 2,828 Tickets Sold
 - 2,442 Adult GA
 - 222 Adult VIP
 - 156 Child GA
 - 8 Child VIP
- 661 Parking Passes Sold

Denny Young
President

elevation[®]

O: 216.363.1660
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From: Denny Young
Sent: Monday, March 28, 2022 5:06 PM
To: Michael Scriven <michael@lemonent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonent.com>
Subject: Ticket Counts

5pm – 3/28/2022

- 2,778 Tickets Sold
 - 2,392 Adult GA
 - 222 Adult VIP
 - 156 Child GA
 - 8 Child VIP
- 650 Parking Passes Sold

Denny Young
President

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O: 216.363.1660
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From: Denny Young <dyoung@elevationgroup.com>
Sent: Friday, March 25, 2022 10:05 PM

To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: Re: Ticket Counts

10pm

- 2,349 Tickets Sold
 - 2,038 Adult GA
 - 179 Adult VIP
 - 123 Child GA
 - 9 Child VIP
- 551 Parking Passes Sold

Denny Young
President
The Elevation Group
216.363.1660

From: Denny Young
Sent: Friday, March 25, 2022 7:38:51 PM
To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: RE: Ticket Counts

NEXT AND FINAL REPORT AT 10PM

7PM:

- 2,262 Tickets Sold
 - 1,959 Adult GA
 - 177 Adult VIP
 - 117 Child GA
 - 9 Child VIP
- 534 Parking Passes Sold

Denny Young
President
elevation®

O: 216.363.1660
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From: Denny Young
Sent: Friday, March 25, 2022 4:28 PM
To: 'Michael Scriven' <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>; 'Dalyn Bauman' <dalyn@maplehouserecords.com>

Cc: 'Jessica Lemmon' <jessica@lemonnenent.com>

Subject: RE: Ticket Counts

NEXT REPORT AT 7PM

4PM:

- 2,126 Tickets Sold
 - 1,837 Adult GA
 - 173 Adult VIP
 - 107 Child GA
 - 9 Child VIP
- 507 Parking Passes Sold

Denny Young

President

elevation[®]

O: 216.363.1660

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From: Denny Young

Sent: Friday, March 25, 2022 3:06 PM

To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slinecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>

Cc: Jessica Lemmon <jessica@lemonnenent.com>

Subject: RE: Ticket Counts

3PM:

- 2,066 Tickets Sold
 - 1,781 Adult GA
 - 172 Adult VIP
 - 104 Child GA
 - 9 Child VIP
- 491 Parking Passes Sold

Denny Young

President

elevation[®]

O: 216.363.1660

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From: Denny Young

Sent: Friday, March 25, 2022 2:07 PM

To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slinecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>

Cc: Jessica Lemmon <jessica@lemonnenent.com>

Subject: RE: Ticket Counts

2PM:

- 1,993 Tickets Sold
 - 1,715 Adult GA
 - 169 Adult VIP
 - 100 Child GA
 - 9 Child VIP
- 475 Parking Passes Sold

Denny Young
President

elevation®

O: 216.363.1660

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From: Denny Young
Sent: Friday, March 25, 2022 12:04 PM
To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slinecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: RE: Ticket Counts

12noon:

- 1,786 Tickets Sold
- 427 Parking Passes Sold

At this point, it feels like we will be over 2,000 today and pushing towards 2,500. My goal, based on current numbers, would be to come in Monday at 3,000 tickets sold. So far, this is really good for a first year festival.

Denny Young
President

elevation®

O: 216.363.1660

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From: Denny Young
Sent: Friday, March 25, 2022 11:02 AM
To: Michael Scriven <michael@lemonnenent.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slinecke@elevationgroup.com>; Dalyn Bauman <dalyn@maplehouserecords.com>
Cc: Jessica Lemmon <jessica@lemonnenent.com>
Subject: Ticket Counts

10A-11A: 1,558 tickets sold
 376 parking passes sold

Denny Young
President

elevation®

From: Michael Scriven <michael@lemmontent.com>
Sent: Friday, March 25, 2022 12:25 AM
To: Denny Young <dyoung@elevationgroup.com>; Emily Sodergren <esodergren@elevationgroup.com>; Steve Lindecke <slindecke@elevationgroup.com>
Cc: Jessica Lemmon <jessica@lemmontent.com>
Subject: Ticket Counts

Hey Denny,

Can you please send hourly ticket counts to Da'lyn, Jess and myself?

Alternatively, can you give us access to the back end of the ticketing site.

Let me know.

Cheers,
Michael

Michael Scriven
President
[Lemmon Entertainment](#) | Collectively Fit | Fit on Network | XC Agency
c: +1-778-835-0290
e: Michael@lemmontent.com

EXHIBIT 4

Denny Young

From: Denny Young
Sent: Friday, June 3, 2022 10:19 AM
To: michael@lemonent.com; Jessica Lemmon; Dalyn Bauman
Cc: Steve Lindecke
Subject: Update on MHF Revenue

Below is the current picture on revenue. Full transparency, this is subject to change slightly, up or down. We are still awaiting a final settlement statement from See Tickets and Lago Concessions. The concessions number you see below is a net number, after expenses. We do refund a certain amount of people at your request. But the below is fairly close. Steve is working his way through expense invoicing and we expect to close this some time this month. We will keep you posted.

	2022	BUDGET
REVENUES		
Ticket sales	\$396,354	
Ticket Fees	\$50,980	
Sponsorship	\$0	
VIP Boxes/Tables	\$0	
Concessions	\$34,185	
Merchandise	\$11,125	
Parking	\$21,135	
Vendors & Misc	\$1,000	
TOTAL REVENUES		\$514,779

Denny Young
President

 elevation*

O: 216.363.1660
[WEB](#) [Instagram](#) [Facebook](#) [Twitter](#)

8:24

●

DaLyn >

Oh yeah! She was extremely excited - Was over the **moon** about the VVIP area... and she loves to get wild at shows - goes to a lot of concerts but never festivals... I was very glad expense **wasn't** spared to create that **experience** backstage. Everyone **was** very impressed.

The wine company we used were friends of Tull's **and the** mixologists...so that was a nice surprise for them to walk **into**

Sun, May 22, 1:19 PM



EXHIBIT 5